

AGREEMENT TO TRANSFER OWNERSHIP OF EMERGENCY EQUIPMENT

This Agreement, dated _____, 2025, is by and between the County of San Joaquin, a political subdivision of the State of California (hereinafter called “County”), and _____, (hereinafter called “Transferee”).

RECITALS:

Whereas, the County purchased equipment (hereinafter called “Emergency Equipment”) in its function of Local Administering Agency for Homeland Security grants for use by other public jurisdictions within San Joaquin County; and

Whereas, the County must maintain an inventory and other information on all Emergency Equipment purchased through Homeland Security Grants regardless of ownership; and

That for and in consideration of the conditions, covenants, and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1: EQUIPMENT INVENTORY AND INFORMATION

The transferee shall prepare an inventory of Emergency Equipment listed in the attached exhibits, and verify the presence, condition, location, and current use of Emergency Equipment annually. The transferee agrees to complete these conditions before the transfer of ownership of Emergency Equipment.

ARTICLE 2: COMPLIANCE WITH GRANT CONDITIONS FOR THE USE OF EMERGENCY EQUIPMENT

The transferee agrees to comply with all requirements of federal Homeland Security grants used to procure the Emergency Equipment. In particular, the following:

1. provide necessary maintenance to keep Emergency Equipment in active service throughout its normal service life,
2. maintain staff trained on the proper use and deployment of Emergency Equipment,
3. provide and deliver Emergency Equipment, along with staff trained in its use, to other jurisdictions upon receipt of a legitimate and proper mutual aid request or at the request of the Federal Government,
4. assume responsibility for the Emergency Equipment at the end of its serviceable life, and
5. keep and maintain the Emergency Equipment through the grant audit watch period.

ARTICLE 3: TRANSFER OF OWNERSHIP

Upon completion of the requirements of Article 1, the County hereby transfers ownership to Transferee, and Transferee hereby accepts ownership, of the Emergency Equipment listed in the attached exhibits. The Transferee accepts ownership of the Emergency Equipment without any representations or warranties on its condition or suitability for use for a particular purpose.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

COUNTY OF SAN JOAQUIN, a
political subdivision of the State of California

TRANSFeree JURISDICTION

By _____
Director, Office of Emergency Services

By _____
Transferee
Title _____

APPROVED AS TO FORM:

By _____
Jonathan N. King
Deputy County Counsel